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Counsel for E. Lynn Schoenmann,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re

PETER R. FADER
dba Urchin Capital Partners
dba Urchin Partners LLC,

Debtor.

Case No. 08-30119-DM

Chapter 11

**DECLARATION OF KENNETH
BROWN IN SUPPORT OF PACHULSKI
STANG ZIEHL & JONES LLP'S FINAL
APPLICATION FOR ALLOWANCE
AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF EXPENSES
FOR PERIOD OF NOVEMBER 29, 2022
THROUGH DECEMBER 7, 2023**

Date: TBD
Time: TBD

I, Kenneth H. Brown, declare as follows:

The following facts are personally known to me, and if called to do so, I could and would competently testify thereto.

1. I am a partner in the law firm of Pachulski Stang Ziehl & Jones LLP ("**PSZJ**"). I submit this declaration in support of *Pachulski Stang Ziehl & Jones LLP's Final Application for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period November 29, 2022 through December 7, 2023* (the "**Application**").

2. I have personally reviewed the information contained in the Application, and believe its contents to be true and correct to the best of my knowledge, information and belief.

1 3. PSZJ customarily charges \$0.20 per page for photocopying expenses, \$0.10 per
2 page for print jobs, and \$0.10 per page for scan copies. PSZJ's photocopying machines
3 automatically record the number of copies made when the person that is doing the copying enters
4 the client's account number into a device attached to the photocopier. PSZJ summarizes each
5 client's photocopying and printing charges on a daily basis. Whenever feasible, PSZJ sends large
6 copying projects to an outside copy service that charges a reduced rate for photocopying. Pursuant
7 to the guidelines promulgated by the Office of the United States Trustee, PSZJ has agreed not to
8 charge for outgoing faxes. Fax receipts are charged at \$0.20 per page, the same costs as PSZJ
9 charges for photocopies.

10 4. PSZJ does not charge for local or long distance telephone calls placed by attorneys
11 from their offices. PSZJ only bills its clients for the actual costs charged PSZJ by
12 teleconferencing services in the event that a multiple party teleconference is initiated through
13 PSZJ.

14 5. Regarding providers of on-line legal research (e.g., LEXIS and WESTLAW), PSZJ
15 charges the standard usage rates these providers charge for computerized legal research. PSZJ
16 bills its clients the actual amount charged by such services, with no premium. Any volume
17 discount received by PSZJ is passed on to the client.

18 6. I believe the foregoing rates for expenses are the market rates that the majority of
19 law firms charge clients for such services.

20 7. PSZJ has received interim compensation as set forth in the Application for services
21 rendered in connection with this case.

22 8. PSZJ has not entered into any agreement or understanding with any other entity for
23 the sharing of compensation received or to be received for services rendered and/or to be rendered
24 in connection with this case. As noted in the *Notice to the Court of Reallocation of Fees* (Dkt.
25 148), PSZJ has received the sum of \$30,000 from the Trustee pursuant to Special Counsel's
26 agreement to reduce its fees by \$30,000 and reallocate that amount to PSZJ.

1 9. I believe that the compensation and expense reimbursement sought herein is in
2 conformity with the *Guidelines for Compensation and Expense Reimbursement of Professionals*
3 *and Trustees for the United States Bankruptcy Court for the Northern District of California.*

4 10. The compensation and expenses sought herein were billed at rates no less favorable
5 than those customarily billed by PSZJ and generally accepted by the Firm's clients.

6 11. I have personally reviewed the invoice in this matter, and the invoice represents
7 true and correct charges to the best of my knowledge, information and belief.

8 I declare under penalty of perjury that the foregoing is true and correct. Executed this 26th
9 day of January 2024, at San Francisco, California.

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11 Dated: January 29, 2024

PACHULSKI STANG ZIEHL & JONES LLP

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13 By: /s/ Kenneth H. Brown

14 Kenneth H. Brown
15 Miriam Manning
16 Counsel for E. Lynn Schoenmann,
17 Chapter 7 Trustee
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